IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

WRIT PETITION NO.2119 of 2003

Mahalaxmi Tourism Dev.
Corporation Pvt. Ltd., .. Petitioner.

Versus

Mahalaxmi Partyan Kamgar
& Karmachari Sangh & Ors. .. Respondents

Mr. S.L. Sawant, Director of Petitioner
present in person.

Mr. V.P. Patil for respondents.

**CORAM: S.U. KAMDAR, J.**

**DATED: 13TH MARCH, 2**006.

P.C. :

. The present writ petition challenges the order passed by the Industrial Court dated 28.1.2003. Under the said order the Industrial Court has directed that the respondent herein who

were the workers of the petitioner should be paid in accordance with the memorandum of understanding which has been entered into by the union and the petitioner herein. The Industrial Court has also given a finding that the petitioner is engaged in unfair labour practices. Under the order dated 28.1.2003 the Industrial Court also directed the petitioner to pay the closure compensation. Further directions were issued that the petitioner should also pay the arrears of wages to the concerned employees regularly. It is the case of the petitioner that the order passed by the Industrial Court is erroneous. It is his case that originally the Mahalaxmi Tourism Development Corporation was running the buses and that the respondents were their employees. Thereafter the licence was given to the petitioner to run the buses and the respondents were taken as employees of the petitioner herein. Firstly he has contended that the respondents are not his employees. In my opinion, the aforesaid contention has no merit. The petitioner accepted them as employees and there was employer-employee relationship between the petitioner and the respondents herein. Merely

because the Mahalaxmi Tourism Development Corporation was an erstwhile employer of the respondents, the question of respondents not being in employment of the petitioner subsequently thereafter does not arise. The second contention advanced by the petitioner is that the petitioner is not liable to make payment as per the memorandum of understanding dated 28.4.1995. It has been contended that the said memorandum of understanding dated 28.4.1995 was only for a period of 5 years. It inter alia contemplated that in an event if the petitioner terminates the services of the employees within a period of 5 years then he will be liable to pay closure compensation to the respondents. It is his case that since he has terminated the said services after period of 5 years he is not liable to make any payment of closure compensation. It is on record that the agreement with MTDC was terminated by a letter dated 24.6.1999 which is within a period of five years. However, the petitioner did not terminate the services of the employees in accordance with the MOU dated 28.4.1995 and continued the service of the respondent workers and terminated only in June

2001. The ground on which the services are terminated is that the MTDC has terminated the contract. The contract having been terminated within a period of five years, it was necessary for the petitioner to terminate the employment of the workers in accordance with the memorandum of understanding which was within a period of five years. I am of the opinion that having not done so, it is not permissible for the petitioner to now contend that the termination is beyond the period of five years, they are not entitled to the benefits of such MOU dated 28.4.1995. In that light of the matter, I do not find any infirmity in the order passed by the Industrial Court. The petition, therefore, dismissed. No order as to costs.